

AGREEMENT

Attachment # 1
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THIS AGREEMENT is made and entered into this ____ day of _____, 2004, by and between Leon County, Florida, a political subdivision of the State of Florida ("County") and The Economic Development Council of Tallahassee/Leon County, Inc. ("Grantee").

WHEREAS, Leon County, by and through its Board of County Commissioners, at its final public hearing on the fiscal year 2004/05 budget on the 21st day of September, 2004 approved a disbursement of \$210,000.00, including \$25,000.00 for Economic Development Investment Fund local match for EFI-Qualified Target Industries Incentive (QTI), out of the County's General Funds effective October 1, 2004 for the following reason(s):

- 1. Create or retain a total of 400 jobs through business recruitment, retention and expansion efforts. A job is defined as a filled employment position paying salary and benefits. The EDC may only take credit for jobs in which the employer acknowledges the assistance provided by EDC playing a material role in the decision to relocate or expand.**
- 2. Serve as Enterprise Zone Administrator for EZ 3701. Coordinate Enterprise Zone Development Agency Board.**
- 3. Enhance the EDC Web site by redesigning the homepage, simplifying navigation, and creating "Project Tomorrow" investor section. Maintain site decision-making criteria, including demographics, labor data, major employers, etc.**
- 4. Serve on the Leon County Fairgrounds Citizens' Advisory Committee and participate in Southern Strategy Area Economic Development Plan.**
- 5. Identify partnerships for creation of incubator models.**
- 6. Implement and direct business retention program. Survey at least 150 of Tallahassee/Leon County's major employers as part of the business retention program by conducting interviews and focus groups discussing areas of critical concern. Work in coordination with FAMU Small Business Development Center and other related organizations.**
- 7. Develop Tallahassee/Leon County major employers "Supplier List" as possible prospects for recruitment and relocation opportunities.**
- 8. Provide full site location services to new and expanding businesses.**
- 9. Contact organizations and publications (i.e. *Money Magazine*, *Forbes*) responsible for ranking Tallahassee/Leon County in credible, national analyses of cities for purposes of citing criteria/background data.**
- 10. Provide economic analysis of job creation annual results in terms of new taxes generated and overall economic impact. The EDC will conduct periodic surveys of**

companies it has assisted to determine the actual number of jobs created versus their original projections.

11. Continue to broaden the public relations and educational efforts to inform the community of the benefits of economic diversification. This will be accomplished by making presentations to civic and social groups throughout the region.
12. Continue to coordinate Capital Region economic development (specifically to provide site selection and other services to Gadsden and Wakulla Counties).
13. Request continued participation on the Board of Directors for Florida's Great Northwest, Inc., which serves as a regional economic development and marketing organization. Maintain active involvement on committees and task forces.
14. Continue to coordinate volunteer-driven industry sector roundtables to promote business expansions: Association Management; Commercial Real Estate/Development; Distribution; Health Care; Manufacturing; Tal Tech Alliance.
15. Produce mid-year and annual progress reports to include recruitment, retention/expansion, and regional economic development activities.
16. Continued implementation of "Project Tomorrow" program as private sector funding sources with an annual goal of \$350,000.

WHEREAS, the Grantee has on file with the Board of County Commissioners of Leon County a "Funding Request Application" dated the 25th day of March 2004, in which the Grantee set out and identified the activities which it would undertake as a community service and identified the person or persons responsible for overseeing and assuring that those services would be delivered, and;

WHEREAS, the Grantee is a not for profit organization (501c3); and

WHEREAS, the funding herein is not to be construed by the Grantee as a continuing obligation on the part of the County; and

WHEREAS, the parties are desirous of reducing their intention to writing:

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties to this Agreement do agree as follows:

1. The County hereby expresses its intent to disburse from its General Funds \$210,000.00 for the use and benefit of the Grantee, who hereby agrees to provide those services as set forth in the first Whereas clause and numbers 1-16.

Notwithstanding the intention of the County to make these disbursements, the County specifically

reserves the right to reduce, increase, or totally withdraw its financial commitment to the Grantee at any time and for any reason.

2. The disbursement of funds by the County to the Grantee shall be disbursed in two installments. The first installment shall be issued after the County receives an invoice for the services performed and is subject to funds totaling \$105,000.00 being appropriated effective November 15, 2004 (except for the provisions of #5 of this part).
3. The Grantee shall provide the County with a semi-annual performance report on meeting fiscal year 2004/05 program objectives and an annual financial audit for fiscal year 2003/04, no later than the 15th working day of May 2005 for fiscal year 2004/05.
4. "If the grantee expends less than \$300,000 in a year from all funding, the grantee is exempt from County audit requirements for that year. However, the agency will still be responsible for producing unaudited financial statements. If the grantee expends \$300,000 or more in a fiscal year from the County, State, Federal, and all other funding, an independent public accountant shall be employed to conduct a financial and compliance audit of its records. In addition to the above, the grantee shall provide the County, for their review, a copy of any audit received. All audits shall be submitted to the County within thirty days of receipt of issued report. The County reserves the right to conduct financial and program monitoring and to perform an audit of the Agency's records. An audit by the County shall encompass an examination of all financial transactions, all accounts and reports, as well as an evaluation of compliance with the terms and conditions of this AGREEMENT."
5. Prior to the release of funding totaling \$105,000.00, in November, 2004, the County may review the annual performance report to determine whether adequate progress has been made towards reaching the goals set forth in the fiscal year 2003/04 contract (Incorporated herein as Attachment B), as well as the goals listed in the Request for Funding for fiscal year 2004/05 (Incorporated herein as Attachment A). Prior to the release of funding, totaling \$105,000.00 in May, 2005, the County may review the semi-annual report to determine whether adequate progress has been made towards reaching the goals set forth in this contract. The County shall have the discretion to release the remaining funds or a portion thereof or to require further documentation. If at year-end, the job related goals have not been met, the County may require repayment of a proportional share of the \$210,000.00 of funding provided or it may carry forward those jobs to be created, thereby increasing the number of jobs to be achieved in the next year.
6. Nothing herein contained is intended or should be construed as creating or establishing the relationship of agency, partners, or employment between the parties hereto, or as constituting either party as the agent or representative of the other for any purpose. Grantee is not authorized to bind County to any contracts or other obligations and shall not expressly or implied represent to any party that Grantee and County are partners or that Grantee is the agent or representative of County.
7. The Grantee will comply with all applicable laws, ordinances, and regulations governing their operations.

8. In the event the County makes the disbursement, the Grantee shall maintain and keep any and all records necessary to substantiate that the Grantee has expended funds consistent with the activities as set out in its "Funding Request Application."
9. The Grantee shall produce to the County upon request any and all records that the County may direct to determine that the monies distributed to it by the County are being spent in accordance with the "Funding Request Application."
10. The Grantee shall conduct its funded activities in such a manner as to provide for nondiscrimination and full equality of opportunity regardless of race, color, religion, national origin, sex, age, handicap, marital status, or political affiliation or beliefs. Therefore, the Grantee agrees to comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Florida Human Rights Act, and the American Disabilities Act of 1990.
11. The Grantee agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Grantee, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Grantee, including but not limited to costs and a reasonable attorney's fee. The County may at its option, defend itself or allow the Grantee to provide the defense.
12. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2004.

LEON COUNTY, FLORIDA

BY: _____
Jane G. Sauls, Chairman
Board of County Commissioners

ATTEST:

Bob Inzer, Clerk of Circuit Court

By: _____

Approved as to Form:

By: _____
Herbert W. A. Thiele, Esq.
County Attorney

Name of Organization
By: _____
As Its: _____
Attest: _____
As Its: _____